

These So Much Easier Service Terms and Conditions (**T&Cs**) govern the provision of the So Much Easier Service by Employee Benefits Collective LLP, a limited liability partnership whose principal place of business is at 5 Tanner Street, London, SE1 3LE (**EBC**), to the Client specified on the Order Form (defined below).

1. Definitions

Unless defined elsewhere in these T&Cs, the capitalised terms utilised in these T&Cs are defined below:

Anti-Money Laundering Regulations means all applicable laws, statutes and regulations relating to anti-money laundering, including, but not limited to, the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information of the Payer) Regulations 2017.

Applicable Laws means all applicable laws, legislation, regulations, statutes, statutory instruments, regulations, edicts, bye-laws or directions or guidance from government or governmental agencies or any Regulators, which have the force of law whether local, national, international or otherwise existing from time to time.

Confidential Information means all information of a confidential nature in the disclosing Party's possession or control, whether created before or after these T&Cs has been entered into by the Parties, whatever its format, and whether or not marked 'confidential', including the existence and terms of these T&Cs and negotiations relating to it, but not including information that: (i) is or comes into the public domain through no fault of the other Party; (ii) was already lawfully in the other Party's possession or comes into the other Party's possession without breach of any third party's confidentiality obligation to the disclosing Party; or (iii) is independently developed by or on behalf of the other Party.

FCA means the Financial Conduct Authority and any successors or replacement authority, body or entity.

FCA Rules means the handbook of rules and guidance issued by the FCA, as amended, updated or replaced from time to time.

So Much Easier Service means the services to be provided to Client as more particularly described in the Order Form.

Insolvency Event means in relation to either Party: (i) the Party taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring); (ii) being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring); (iii) having a receiver appointed to any of its assets or ceasing to carry on business; (iv) suspending or threatening to suspend, or ceasing or threatening to cease to carry on all or a substantial part of its business; (v) anything equivalent to any events or circumstances stated in (i) to (iv) inclusive occurring in any applicable jurisdiction.

Order Form means the Order Form executed by EBC and the Client which is governed by these T&Cs.

Platform Services has the meaning ascribed to it in the Platform Services Terms and Conditions which are located at: <https://www.ebc-llp.com/wp-content/uploads/2025/06/Platform-Terms-and-Conditions-for-the-So-Much-Easier-Service.pdf>.

Policy means a third-party employee benefit policy obtained by Client.

Regulator means any legal, industrial, financial or consumer agency, authority, regulator or other body that the Parties are subject to from time to time.

T&Cs means these terms and conditions together with any incorporated or referenced documents, including any documents referenced by URL.

2. Regulatory Authority. EBC is authorised and regulated by the FCA when it sells and administers general insurance products and its Financial Services Register number is 785249. This information may be checked on the Financial Services Register by visiting <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 1116768. EBC is unable to hold Client money.

3. Commencement and Duration. These T&Cs shall commence on the Effective Date and shall automatically terminate upon the expiry of the Term (as defined below). EBC shall start providing the So Much Easier Service to the Client on the date set out in the Order Form (**Commencement Date**). The So Much Easier Service shall continue, unless terminated earlier in accordance with Section 13 (Termination), until the expiry of the Initial Service Term set out in the Order Form (**Initial Service Term**). Upon expiry of the Initial Service Term, the Services shall continue until either Party gives to the other Party not less than three (3) months' prior written notice of termination, which may be served at any time after the Initial Service Term.

4. Warranties

4.1. Mutual Warranties. Each Party warrants that: (i) it has validly entered into the Order Form and these T&Cs and has the legal power to do so; (ii) it has all licences, authorisations, permissions consents, approvals and permits required by Applicable Law in order to perform its obligations under these T&Cs; and (iii) it will comply with all Applicable Laws in connection with its activities under these T&Cs.

4.2. So Much Easier Service Warranty. EBC warrants that the So Much Easier Service will be performed using reasonable care and skill consistent with generally accepted industry standards.

4.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THESE T&CS, EBC MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF EBC HAS BEEN INFORMED OF SUCH PURPOSE).

5. Client Obligations

5.1. Consents. Client shall provide EBC with such reasonable information and assistance as EBC requests from time to time including access to all staff and data necessary for EBC's performance of the So Much Easier Service.

5.2. Accuracy of Information. Client is responsible for the completeness and accuracy of all information, data and material provided by or on behalf of Client to EBC. If Client does not provide EBC with accurate information, this may result in claims being refused and/or Policies being cancelled, and Client agrees that EBC shall not be liable to Client in such circumstances. Client agrees to review carefully any documentation supplied by EBC and advise EBC within five (5) business days of receipt if any such documentation does not appear to be in accordance with Client's instructions or requirements. If Client does not advise EBC within the timescale, EBC shall be entitled to assume that the documents meet Client's instructions and/or requirements.

5.3. Authorisations. Client authorises EBC to obtain details from all other persons or organisations in possession of relevant information, in respect of the So Much Easier Service or any other scheme or arrangement of which Client's employees are or have been members. Client shall provide reasonable assistance to EBC in obtaining the required details from such persons.

6. EBC Obligations

6.1. So Much Easier Service. EBC shall provide the So Much Easier Service to the Client in accordance with these So Much Easier Service Terms and Conditions and the Order Form.

6.2. Timescales. Time shall not be of the essence in respect of the performance of any obligation under these T&Cs.

6.3. Advice. EBC shall not be responsible for providing any legal, accounting, taxation, regulatory or other specialist advice that Client may require in connection with the So Much Easier Service.

6.4. Sole Use. The Client acknowledges and agrees that the So Much Easier Service is provided solely for Client.

6.5. Platform Service. If the Order Form specifies that EBC shall provide Platform Services to the Client, then EBC shall provide such Platform Services in accordance with the Platform Services Terms and Conditions.

7. Fees and Payment

7.1. Fees and Payment. In consideration of the provision of the So Much Easier Service, Client shall pay the fees set out in the Order Form (Fees) within thirty (30) days of the date of invoice. The Fees shall be fixed for the Initial Service Term, subject to any increases permitted for the Platform Services as set out in the Order Form. Upon the expiry of the Initial Service EBC shall be entitled to increase the Fees for the So Much Easier Service Term in line with EBC's standard prices then in effect.

7.2. Policy Premiums. Client shall pay any premiums due for any Policies directly to the third-party employee benefit provider.

7.3. Taxes. Fees do not include sales, use, withholding, value-added or other taxes or duties. Client agrees to pay all applicable taxes, public fees, duties, deductions or withholdings for which EBC is required to pay or account, exclusive of any tax on EBC's income. Client shall directly pay any such taxes or duties assessed against it, unless Client provides EBC in a timely manner with a valid certificate of exemption or other evidence that items are not taxable.

7.4. Billing Information. Client agrees to provide EBC with accurate, timely and complete payment and invoicing information, including current contact information and tax identification numbers. The Order Form sets the Client's fee invoicing instructions.

7.5. Late Payment. If any undisputed sum payable under these T&Cs is not paid when due, then EBC may claim interest from the due date until payment is made in full, both before and after any judgment, at three (3) per cent per annum above the Bank of England Bank Rate from time to time. The Parties agree that this Section 8.6 is a substantial remedy for late payment of any sum payable under these T&Cs in accordance with the Late Payment of Commercial Debts Regulations 2013. EBC will not exercise any rights to impose late charges or to suspend access to the So Much Easier Service with respect to an overdue amount so long as: (i) Client is disputing the overdue amount in good faith (**Payment Dispute**); (ii) Client notifies EBC in writing of such Payment Dispute no later than ten (10) days following Client's receipt of the relevant invoice; and (iii) Client diligently cooperates with EBC to expeditiously resolve the Payment Dispute such that the dispute is resolved within fifteen (15) days following the date such dispute is first received by EBC.

8. Limitation of Liability

8.1. Exclusions. Nothing in these T&Cs shall be construed as excluding or limiting either Party's liability in any way for: (i) death or personal injury caused by its negligence; (ii) its fraud or fraudulent misrepresentation; (iii) any liability that EBC may owe to Client under the FCA Rules; or (iv) any other liability that cannot be excluded or limited by Applicable Law.

8.2. Consequential Losses. In no event will either Party have any liability arising out of or related to these T&Cs for any lost profits, revenues, goodwill or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and

regardless of the theory of liability, even if a Party has been advised of the possibility of such damages or if a Party remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by Applicable Law.

8.3. Limitation. Subject to Sections 10.1 and 10.2, each Party's total aggregate liability to the other Party, under these T&Cs whether in respect of breach of contract, tort (including negligence), or breach of statutory duty, or otherwise, shall not exceed 100% of the Fees paid or payable under the Order Form (**Liability Cap**) provided that the Liability Cap shall not apply in respect of: (i) Client's breach of Paragraph 5 (Restrictions); and (ii) the indemnity set out in Paragraph 8.4 (Client Indemnification) of Platform Terms and Conditions for the So Much Easier Service.

9. Confidentiality and Data Protection

9.1. Protection of Confidential Information. Each Party shall protect the other Party's Confidential Information using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care.

9.2. Restrictions and Permitted Disclosures. The receiving Party shall not: (i) use Confidential Information for any purpose outside the scope of these T&Cs; or (ii) voluntarily disclose Confidential Information except to employees, contractors and agents as required to perform its obligations under these T&Cs provided such employees, contractors and agents are bound by obligations of confidentiality substantially similar to those set forth in these T&Cs. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order.

9.3. Period of Confidentiality. Each Party's confidentiality obligations hereunder will continue for a period of three (3) years following any termination of these T&Cs, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under Applicable Law. The Parties acknowledge and agree that all pricing information shall be the Confidential Information of EBC.

9.4. Return of Confidential Information. At the request of the disclosing Party, the receiving Party shall: (i) destroy or return to the disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the disclosing Party's Confidential Information; (ii) erase all the disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (unless such Confidential Information is stored electronically pursuant to an existing routine data back-up exercise on servers or back-up sources so long as no attempt is made to recover it from such servers or back-up sources); and (iii) certify in writing to the disclosing Party that it has complied with the requirements of this Section. Nothing in this Clause shall require the receiving Party to destroy or expunge Confidential Information that the receiving Party is required to retain by Applicable Law or by a Regulator. Any Confidential Information that is not destroyed or expunged will continue to be subject to the confidentiality obligations pursuant to these T&Cs.

9.5. Data Protection. Both parties shall comply with their respective obligations under the Data Processing Addendum which is located at: <https://www.ebc-llp.com/wp-content/uploads/2025/06/DPA-for-the-So-Much-Easier-Service.pdf>

10. Termination

10.1. Termination for Breach or Insolvency. Either Party may terminate and Order Form and these T&Cs if: (i) the other Party fails to cure a material breach (that is capable of remedy) within thirty (30) days after receiving written notice of such breach; or (ii) following an Insolvency Event in relation to either Party.

10.2. Effect of Termination. Upon expiry or termination of an Order Form for any reason, EBC shall immediately cease providing Client with the So Much Easier Service and the Platform Services.

10.3. Accrued Rights. Upon expiry or termination of an Order Form for any reason all accrued rights and liabilities of the Parties (including any rights in relation to breaches of contract) shall not be affected.

10.4. Surviving Provisions. Notwithstanding expiry or termination of an Order Form for any reason, those obligations which by their nature are intended to survive such expiration or earlier termination will survive any termination or expiration of these T&Cs and continue in full force and effect, including without limitation the following Sections: 8 (Limitation of Liability), 9 (Confidentiality and Data Protection), and 11 (Compliance).

11. Compliance. Anti-Money Laundering Regulations impose a requirement on professional intermediaries to verify the identity and address of all clients. EBC may need to request information and documents from Client in order to assist with EBC's identity checks. Client shall co-operate with such requests for information and provide the information requested as soon as possible following the request.

12. General Provisions

Assignment. Either Party may, without obtaining the prior written consent of the other Party, assign any of its rights and obligations under the Order Form and these T&Cs to an affiliate or in connection with a merger, or sale of all its stock, or all or substantially all of its assets; provided in either

case, (i) the affiliate, surviving entity or purchaser, as the case may be, is not a direct competitor of the other Party and (ii) any such assignee has the financial and other abilities required to perform the assignor's obligations and agrees to be bound in writing to the assignor's obligations under these T&Cs. **Governing Law and Jurisdiction.** The Order Form and these T&Cs, and any dispute or claim arising out of or in connection with the same or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Order Form and these T&Cs or their subject matter or formation (including non-contractual disputes or claims). **Notices.** All formal notices under the Order Form and these T&Cs must be in writing and delivered by hand or by prepaid first-class or special delivery post. Notices under these T&Cs cannot be validly served by email alone. Notices to EBC shall be addressed to EBC LLP at 5 Tanner Lane, London, SE1 3LE, Attention: Legal Department. Unless otherwise specified in writing by Client, all notices to Client shall be sent to the address set out above. A notice is deemed given: (i) if delivered by hand, on the day of receipt (unless received after 5.30 pm, in which case a notice is deemed given on the next working day); and (ii) if sent by prepaid first-class post or special delivery, two (2) working days after the date of posting). **Relationship Between the Parties.** The Parties are independent contractors. Nothing in these T&Cs will be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the Parties. **Waiver.** No term of these T&Cs will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. **Entire Agreement.** The Order Form, these T&Cs and or documents referenced in these T&Cs, including via URLs, are the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of these T&Cs. **Variation.** No variation of these T&Cs shall be valid or effective unless it is in writing, refers to these T&Cs and is duly signed or executed by, or on behalf of, each Party. **Severability.** If any provision of these T&Cs is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that these T&Cs will otherwise remain in force and effect. **Third-Party Rights.** No person who is not a Party to these T&Cs has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs. **Complaints.** It is EBC's intention to provide Client at all times with a high level of client service. However, if Client is unhappy with the So Much Easier Service provided by EBC, Client can contact EBC at the address listed at the top of these T&Cs or by email at complaints@ebc-llp.com. If Client remains dissatisfied following EBC's final response to Client's complaint, then Client may be entitled to refer its complaint to the Financial Ombudsman Service, provided it relates to the regulated services that EBC has provided to Client. The Financial Ombudsman Service contact details are Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR, Telephone: 0300 1239123, Email: www.financial-ombudsman.org.uk. **Financial Services Compensation Scheme.** EBC is covered by the Financial Services Compensation Scheme (FSCS). Client may be entitled to compensation from the FSCS in relation to the So Much Easier Service if EBC cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, depending on the type of insurance product, without any upper limit. For further information about the compensation scheme, please visit the FSCS website (www.fscs.org.uk). **Purchase Orders.** Client acknowledges that any purchase order is for its administrative convenience only and that EBC has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order shall have no legal force or effect. **Construction.** Section, Schedule and paragraph headings shall not affect the interpretation of these T&Cs. References to Sections and Schedules are to the Sections and Schedules of these T&Cs, and references to paragraphs are to paragraphs of the relevant Schedule. The Schedules form part of these T&Cs and shall have effect as if set out in full in the body of these T&Cs. Any reference to these T&Cs includes the Schedules. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender. These T&Cs shall be binding on, and enure to the benefit of, the Parties to these T&Cs and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to **writing** or **written** excludes email, unless stated otherwise. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done. A reference to **these T&Cs** or to any other Agreement or document is a reference to these T&Cs or such other Agreement or document, in each case as varied or novated from time to time. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.